

Panaji, 27th September, 1985 (Asvina 5, 1907)

SERIES II No. 26

OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU



GOVERNMENT OF GOA, DAMAN AND DIU

Forest and Agriculture Department

Order

No. 7/15/1-38/84/WET

On the basis of the recommendation of the Union Public Service Commission, Shri Jagadish Sangappa Hosamani is appointed temporarily as Assistant Engineer (Civil) in Irrigation Department, Government of Goa, Daman and Diu in the pay scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200 with immediate effect.

The appointment is subject to the terms and conditions specified in the Memorandum of even number dated 18-12-1984.

His pay will be fixed at the minimum of pay scale.

He is posted in Circle Office II, Irrigation Department, Mapusa-Goa.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. P. Panvelkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 11th September, 1985.

Order

No. 3/1-1/83/WET

Read:— Government order of even number dated 30/11/1984.

Sanction of the Government is hereby conveyed for the extension of deputation of Shri V. B. Prabhugaonkar, Special Auditor in the Registrar of Co-operative Societies, South Zone, Margao to the Irrigation Department as Credit-Incharge for a further period of one year upto 24-10-1986, on the same terms and conditions as stipulated in the order referred to above.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. P. Panvelkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 13th September, 1985.

Power Supply and Welfare Department

Order

No. 1/5/85-CS-PS&WD

Government is pleased to appoint the Additional Collector of Goa, Government of Goa, Daman & Diu as the Claims

Enquiry-cum-Settlement Officer for implementation of Personal Accident Insurance-Social Security Scheme, for the District of Goa.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (PW & UD).

Panaji, 5th June, 1985.

Tourism, Information and Transport Department

Notification

No. 5/1/79-WET

In pursuance of Rule 6 of the Goa, Daman & Diu Press Representatives Accreditation Rules, 1982, Government is hereby pleased to constitute the Press Accreditation Committee of the following:

1. Shri Gurudas Sitaram Sawal, Patrakar Nagar, Alto Betim-Goa.
2. Shri R. V. Prabhugaonkar, Staff Reporter 'The Navhind Times', House No. 850-J, Patrakar Nagar, Alto Betim Pin 403 112.
3. Shri Bikram Vohra, Editor of Navhind Times, Panaji-Goa.
4. Shri Chandrakant Keni, Editor Rashtramat, Margao-Goa.

The Director of Information, Government of Goa, Daman & Diu shall be the Member Secretary of the above Committee.

The term of the duration of the Committee will be for a period of two years from the date of issue of Notification.

By order and in the name of the Administrator of Goa, Daman & Diu.

T. J. Faleiro, Under Secretary (S.T.E).

Panaji, 11th September, 1985.

Revenue Department

Notification

No. 22/124/85-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land acquisition for laying pipe line & service road of 160 MLD Salauli Water Supply Project from St. Jose de Areal to Railway Crossing (Chainage 21109 to 23534 mts.)

And Whereas in the opinion of the Government the provisions of Sub-section (1) of Section 17 of the Land Acquisition

Act, 1894 (hereinafter referred to as the said Act) are applicable.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

The Government is pleased to direct under sub-section (4) of Section 17 of the said Act that the provisions of Section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect

under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Special Land Acquisition Officer, Salauli Irrigation Project, Sanguem to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Special Land Acquisition Officer, Salauli Irrigation Project, Sanguem.
3. The Executive Engineer, Works Division XII(PHE), PWD, Sanguem.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, Salauli Irrigation Project, Sanguem from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Salcete	St. Jose de Areal	295	1 part	H: Comunidade of Curtorim. T: Joseph Cardozo.	1325.00
			4 part	H: Luis Caitano Fernandes.	1350.00
			32 part	Public cross.	25.00
		293	1 part	H: Comunidade of Curtorim. T: Xavier Miranda.	350.00
			2 part	H: Comunidade of Curtorim. T: Francisco Cardozo.	400.00
			5 part	H: Comunidade of Curtorim. T: Coustancinho Andrew Cardozo.	1825.00
			6 part	H: Comunidade of Curtorim. T: Rosario Miranda.	800.00
			8 part	H: Comunidade of Curtorim. T: Maltires Travasso.	650.00
			14 part	H: Comunidade of Curtorim. T: Caitano Travasso.	75.00
			15 part	H: Comunidade of Curtorim. T: Mariano Miranda.	400.00
			16 part	H: Comunidade of Curtorim. T: Mariano Miranda. 2. Caitano Travasso.	40.00
			17 part	H: Comunidade of Curtorim. T: 1. Mariano Miranda. 2. Caitano Travasso.	150.00
			20 part	H: Comunidade of Curtorim. T: Joseph Cardozo.	600.00
			30 part	H: Comunidade of Curtorim. T: Carmina Travasso.	175.00
			31 part	H: Comunidade of Curtorim. T: Idalina Travasso.	425.00
			32 part	H: Comunidade of Curtorim. T: Idalina Travasso. 2. Carmino Travasso.	150.00
			34 part	H: Comunidade of Curtorim. T: Piedade Mauris Miranda.	700.00
			36 part	H: Comunidade of Curtorim.	75.00
		290	7 part	H: Xavier Miranda.	1350.00
		291	10 part	H: Comunidade of Curtorim. T: Salvador Miranda.	675.00
			12 part	H: Comunidade of Curtorim. T: Joao Miranda.	300.00
		293	17 part	H: Comunidade of Curtorim. T: Joaquim Silvestre Fernandes.	625.00

1	2	3	4	5	6
<i>Boundaries:</i>					
North: Village boundary of Dicarpale, S. No. 291/10, 12, 17, S. No. 290/7, S. No. 293/2, 5, 6, 8, 14, 30, 34, 1, 4, 32.					
South: S. No. 291/10, 17, S. No. 290/7, S. No. 293/2, 5, 6, 8, 17, 15, 20, 32, 34, 36, 1, 4, Road.					
East: S. No. 291/10, 12, 17, S. No. 290/7, S. No. 293/1, 2, 5, 6, 8, 15, 17, 20, 32, 34, 36, 1, 4.					
West: S. No. 291/10, 17, S. No. 290/7, S. No. 293/2, 5, 6, 8, 14, 15, 20, 30, 34, 1, 4, 32, Road.					
Salcete	Dicarpale	8	1 part	H: Erimen Vaz.	125.00
			5 part	H: Comunidade of Dicarpale.	325.00
			6 part	T: Ubaldo Fernandes.	
				H: Comunidade of Dicarpale.	325.00
			7 part	T: Joaquim Furtado.	
				H: Comunidade of Dicarpale.	375.00
			8 part	T: Pedro Furtado.	
				H: Comunidade of Dicarpale.	200.00
			9 part	T: Joaquim Furtado.	
				H: Comunidade of Dicarpale.	75.00
			15 part	T: Pedro Furtado.	
				H: Comunidade of Dicarpale.	25.00
		9	1 part	T: Pedro Furtado.	
				H: Comunidade of Dicarpale.	850.00
			2 part	T: Antonio Fernandes.	
			3 part	H: Govind M. Poi Raiturkar.	200.00
				H: Comunidade of Dicarpale.	500.00
			4 part	T: Joosana D'Costa.	
				H: Comunidade of Dicarpale.	475.00
			5 part	T: Gracian Luis.	
				H: Comunidade of Dicarpale.	450.00
			6 part	T: Remediana Fernandes.	
				H: Comunidade of Dicarpale.	875.00
			7 part	T: Esparansa Rocha.	
				H: Comunidade of Dicarpale.	875.00
			8 part	T: Jusef Viegas.	
				H: Comunidade of Dicarpale.	875.00
			20 part	T: Ruzario Fernandes.	
				H: Comunidade of Dicarpale.	100.00
		9	21 part	T: Inacio Rocha.	
				H: Comunidade of Dicarpale.	325.00
				T: Pascoal Rocha.	
		7	4 part	H: Govind M. Poi Raiturkar.	50.00
			6 part	H: Comunidade of Dicarpale.	500.00
			7 part	H: Comunidade of Dicarpale.	250.00
				T: Alex Vaz.	
		6	1 part	H: 1. Fernando Jeronimo Lolola Perreira.	2800.00
				2. Anton Joaquim de Lolola Perreira.	
			2 part	H: Comunidade of Dicarpale.	25.00
		5	2 part	H: Comunidade of Dicarpale.	575.00
				T: Tereza Faleiro.	
			3 part	H: Comunidade of Dicarpale.	850.00
				T: Natalina Luis.	
			4 part	H: Comunidade of Dicarpale.	975.00
				T: Marcel Rocha.	
			5 part	H: Comunidade of Dicarpale.	75.00
			7 part	H: Comunidade of Dicarpale.	375.00
				T: Lourenco Rocha.	
			1 part	H: Comunidade of Dicarpale.	75.00
				T: Inas Rocha.	
North: Village boundary of St. Jose de Areal, S. No. 5/5, 2, 7, 8, 4, 8, S. No. 6/1, 2, S. No. 7/4, 6, 7, S. No. 9/1, 6, 7, 8, 2, 3, 4, 5, 21, S. No. 8/5, 6, 7, 8, 9.					
South: S. No. 5/7, 2, 3, 4, S. No. 6/1, S. No. 7/6, S. No. 9/1, 6, 7, 8, 20, 21, 2, 3, 4, 5, S. No. 8/6, 15, 7, Village boundary of St. Jose de Areal.					
East: S. No. 5/5, 7, 2, 3, 4, 8, S. No. 6/1, 2, S. No. 7/4, 6, 7, S. No. 9/1, 6, 7, 8, 21, 2, 3, 4, 5, S. No. 8/5, 6, 7, 8, 9, Village boundary of St. Jose de Areal.					
West: S. No. 5/7, 2, 3, 4, S. No. 6/1, S. No. 7/6, S. No. 9/1, 6, 7, 8, 20, 21, 2, 3, 4, 5, S. No. 8/6, 15, 7.					

1	2	3	4	5	6
Salcete	St. Jose de Areal	9	2 part	H: Comunidade of Curtorim. T: Paulo Viegas. 2. Antonio Viegas.	2125.00
			3 part	H: Comunidade of Curtorim. T: Joao Viegas.	600.00
		13	5 part	H: Comunidade of Curtorim. T: Xavier Coutinho.	225.00
			6 part	H: Comunidade of Curtorim. T: Joaquina Culaso.	675.00
			7 part	H: Comunidade of Curtorim. T: Vincent Travaso.	675.00
			8 part	H: Comunidade of Curtorim. T: Minguel Mascarenhas.	625.00
			9 part	H: Comunidade of Curtorim. T: Sebastiao Faleiro.	350.00
		14	1 part	H: Filomena Rodrigues.	250.00
			2 part	H: Comunidade of Curtorim. T: Joao Colaco.	575.00
			3 part	H: Comunidade of Curtorim. T: Conceicao Minguel Fernandes.	450.00
			32 part	H: Comunidade of Curtorim. T: Gregorio Fernandes.	250.00
			33 part	H: Comunidade of Curtorim. T: Joao Colaco.	250.00
			6 part	H: Comunidade of Curtorim. T: Gregorio Fernandes.	400.00
			7 part	H: Comunidade of Curtorim. T: Antonio Fernandes.	125.00
			8 part	H: Comunidade of Curtorim. T: Caltano Fernandes.	25.00
			50 part	H: Comunidade of Curtorim.	75.00
			51 part	H: Sonu Narayan Naik.	150.00
			North: Village boundary of Davorlim, S. No. 14/1, 2, 3, 32, 33, 6, 7, 8, 50, 51, S. No. 13/6, 7, 8, 9, S. No. 9/2, 3.		
			South: S. No. 14/1, 2, 3, 33, 6, 50, 51, S. No. 13/5, 6, 7, 8, 9, S. No. 9/2, 3, Village boundary of Dicarvale.		
			East: S. No. 14/1, 2, 3, 32, 33, 6, 7, 8, 50, 51, S. No. 13/6 to 9, S. No. 9/2, 3, village boundary of Dicarvale.		
			West: Village boundary of Davorlim, S. No. 14/1, 2, 3, 32, 33, 6, 50, 51, S. No. 13/5 to 9, S. No. 9/1, 2.		
Salcete	Davorlim	53	3 part	H: Francisco Xavier Dias.	450.00
			9 part	H: — do —	25.00
			10 part	H: — do —	200.00
			11 part	H: — do —	25.00
		53	12 part	H: — do —	300.00
			13 part	H: — do —	250.00
			14 part	H: Comunidade of Davorlim. T: 1. Antone Gomes. 2. Joaquina Fernandes.	250.00
		52	2 part	H: 1. Hussain Khan, 2. Kassim Khan.	305.00
			3 part	H: Comunidade of Davorlim. T: Pedro Colaco.	325.00
			4 part	H: Comunidade of Davorlim. T: Jose Rocha.	50.00
			6 part	H: Comunidade of Davorlim. T: Luis Miranda.	825.00
			13 part	H: Comunidade of Davorlim. T: Francisco Rocha.	125.00
			14 part	H: Comunidade of Davorlim. T: Jose Rocha.	20.00
			17 part	H: Comunidade of Davorlim. T: Jose Rocha.	175.00
			18 part	H: Comunidade of Davorlim. T: Francisco Rocha.	100.00
			20 part	H: Comunidade of Davorlim. T: Francisco Rocha.	100.00
			21 part	H: Comunidade of Davorlim. T: Jose Rocha.	175.00
			24 part	H: Comunidade of Davorlim. T: Jose Rocha.	20.00
			25 part	H: Comunidade of Davorlim. T: Francisco Rocha.	175.00
			29 part	H: Comunidade of Davorlim. T: Jose Rocha.	50.00
			34 part	H: Comunidade of Davorlim. T: Maryan Borges.	20.00
			37 part	H: Comunidade of Davorlim. T: Juana Carvalho.	75.00

1	2	3	4	5	6
Salcete	Davorlim	52	41 part	H: Comunidade of Davorlim. T: Martin Piedade Miranda.	150.00
			42 part	H: Comunidade of Davorlim. T: Juana Carvalho.	25.00
			45 part	H: Comunidade of Davorlim. T: Juana Carvalho.	175.00
			46 part	H: Comunidade of Davorlim. T: Martin Piedade Miranda.	100.00
			9 part	H: Comunidade of Davorlim. T: 1. Maryan Borges. 2. Juana Carvalho.	350.00
			10 part	H: Comunidade of Davorlim. T: Caltan Costa.	575.00
			11 part	H: Comunidade of Davorlim. T: Minguel Colaco.	525.00
			12 part	H: Comunidade of Davorlim. T: Caltan Costa.	20.00
			49 part	H: Comunidade of Davorlim. T: Maryan Borges.	75.00
			52 part	H: Comunidade of Davorlim. T: Juana Carvalho.	20.00
			53 part	H: Comunidade of Davorlim. T: Maria Borges.	125.00
			57 part	H: Comunidade of Davorlim. T: Juana Carvalho.	25.00
		51	8 part	H: Comunidade of Davorlim. T: Lourenco Colaco.	100.00
			9 part	H: Comunidade of Davorlim. T: Maria Borges.	275.00
			12 part	H: Manuel Costa.	150.00
			13 part	H: 1. Hussain Khan, 2. Kassim Khan.	375.00
			24 part	H: Comunidade of Davorlim. T: Jaldeo Shirodkar.	75.00
		52	1 part	H: Comunidade of Davorlim. T: Andrew Colaco.	185.00
				North: Railway track, S. No. 51/9, 18, Nala, S. No. 52/2, 4, 14, 6, 34, 37, 41, 42, 46, 9, 10, 11, 12, S. No. 53/10, 11, 3, 12, 13. South: S. No. 51/7, 8, 12, 24, Nala, S. No. 52/3, 17, 20, 24, 25, 29, 6, 49, 52, 53, 57, 9, 10, 11, S. No. 9/3, 12, 13, 14, village boundary of St. Jose de Areal. East: S. No. 51/9, 13, Nala, S. No. 52/2, 4, 13, 14, 18, 6, 34, 37, 41, 42, 46, 9 to 12, S. No. 53/10, 11, 3, 12, 13, village boundary of St. Jose de Areal. West: S. No. 51/8, 12, 24, 7, Nala, S. No. 52/3, 17, 20, 24, 25, 29, 6, 45, 49, 52, 53, 57, 9, 10, 11, S. No. 53/9, 3, 12, 13, 14.	
				Total	41180.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu:
P. S. Nadkarni, Under Secretary (Revenue),
Panaji, 9th September, 1985.

Corrigendum

No. 22/204/84-RD

Read: Notification No. 22/204/84-RD dated 2-5-85 published in the Official Gazette dated 13-6-85, Sr. II, No. 11 pages 189-190.

The Word "Dy. Collector, South Sub. Division Margao" appearing in the above Notification may be read as "Additional Dy. Collector 2-South, Margao."

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 13th September, 1985.

Industries and Labour Department

Order

No. 28/4/85-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 6th September, 1985.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No.: IT/47/84

1. Shri Babu Shetigar — Workman/Party I
V/s.

1. M/s. Philco Flexible Packaging — Employer/Party II

Workman/Party I represented by Shri Subhas Naik George, Union Secretary.

Panaji, Dated: 9-8-1985

AWARD

The Government of Goa, Daman and Diu, by its Order No. 28/42/84-ILD dated 20th August, 1984, has referred for

the adjudication by this Tribunal of an industrial dispute between the above parties. The schedule annexed to the order of reference reads as follows:

"Whether the action of the management of M/s. Philoo Flexible Packaging, Tivim, Mapusa Goa in terminating the services of their workmen, Shri Babu Shettigar, Machine Operator with effect from 23-9-1983 is legal and justified?

If not, to what relief the workman is entitled to?"

2. The case of the workman/party I, as per the statement, of claim, as follows:

He was working with the employer since 9-2-1981 till 23-9-1983 without any break in service; on 23-9-1983, the employer, illegally and without any justification, orally, terminated his services. He was not paid salary for those 23 days of September nor any other dues when his services were terminated. He did not commit any misconduct; no show cause notice or charge sheet was issued to him; no departmental inquiry was held before the termination of his services; the workman has also not committed any previous misconduct which might have been on record.

The employer, by its letter dated 25-1-1984, has stated, that the workman's resignation was accepted w.e.f. 21-9-1983, which fact is not correct. The workman denies that he has even submitted to the employer any resignation letter or expressed his desire to resign. He has prayed that he be reinstated in services with full back wages and continuity of services, since the termination of his services is illegal and unjustified. Also the costs be awarded to him.

3. The employer/Party II, in his written statement, has admitted that the workman was working in their firm but stated that he was admitted on humanitarian grounds; that he was a person of unsound mind and has caused much losses to the factory, after his appointment. He is a drunkard and also committed theft of some articles of daily use in the factory. In spite of this, the employer, for the betterment of the future of the workman, agreed to give him 21 days of payment as full and final settlement of all his dues.

4. The workman filed his rejoinder denying the allegations made by the employer in their written statement.

5. The only issues involved in this case, are the ones mentioned in the schedule to the order of reference.

6. Only the workman filed his list of evidence. The employer has made a statement that he has no list to file. On the date fixed for the employer's evidence, he was absent and sent an application for adjournment, which was rejected by the Court for the reasons mentioned in the order passed on that application and the evidence of the employer was declared closed. On the other date fixed for workman's evidence, the workman led his evidence, which was recorded ex-parte in the absence of the employer.

7. The workman in his statement before the Court has stated, in short, that he was working as Machine Operator with the employer since 9-2-1981; he was not issued any appointment letter; he worked there for 2 years and 3 months; in the beginning, his pay was fixed at Rs. 500/- per month and, at the time of termination, he was getting Rs. 675/- per month; on 23-9-1983, the employer Mr. Khanna told him not to come for work; he did not give any reason; the workman was residing in the factory premises but, after the termination of his services, he was sent out of the factory premises of the employer. He approached the Labours Inspector at Mapusa, who, on the same day, went to the factory and inspected it. The workman was not present at that time. He received a letter from the office of the Labour Inspector dated 3-10-1983, which was addressed to the employer and copy endorsed to the workman (Exh W-1); after he was removed from services, he wrote a letter to the employer claiming his dues (Exh W-2). The workman lodged a complaint on 25-10-1983 to the Assistant Labour Commissioner, Panaji (Exh W-3); after this complaint, there were about 8 or 9 meetings in the Labour Commissioner's office but the employer always remained absent, except on one occasion when one Lawrence appeared without authority. Failure report was filed by the Labour Commissioner and, hence, this reference. No notice was given by the employer when the services of the workman were terminated. No amount was also paid to the workman at the time of his termination or thereafter. Only pay of September has not been paid to him by the employer.

8. This evidence of the workman, which was not rebutted by the employer by way of cross examination, read with

the exhibits produced proves that the workman was removed from the services by the employer on 23-9-1983 without any previous notice but by a mere order orally given; he was not paid of his salary for 23 days of September, nor notice pay nor compensation; his pay, at the time of termination of services, was Rs. 675/- per month. The termination of the services of the workman without an inquiry and for no misconduct amounts to retrenchment and so the conditions precedent, namely one month's notice pay in lieu thereof and compensation as provided by Section 25 of the I.D.A., 1947, had to be complied with by the employer for a valid retrenchment.

9. As the employer has failed to comply with the said conditions, the retrenchment order is invalid and in-operative and the workman is deemed to be in service till his effective reinstatement with immediate effect, which is now ordered with costs of Rs. 300/-. Order accordingly.

Dr. Renato de Noronha
Presiding Officer
Industrial Tribunal

Order

No. 28/38/84-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. Sunivas Constructions, Panaji and their workman Shri Hari Bhat in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu, Panaji, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the employer M/s. Sunivas Constructions, Panaji in terminating the services of Shri Ramanath Hari Bhat, Site Supervisor w.e.f. 24-5-1984 is legal and justified.

If not, what relief the workman is entitled to?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 6th September, 1985.

Notification

No. 25/4/81-ILD

In exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provision Act, 1952 (Central Act 19 of 1952) (hereinafter referred to as the said Act), the Lieutenant Governor of Goa, Daman and Diu hereby exempts the establishment of Indian Resort Hotels Ltd., Siquerim, Bardez, Goa from the operation of all the provisions of the Employees' Provident Fund Scheme, 1952 subject to the conditions that—

1) the employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of section 17 of said Act, within 15 days from the close of every month;

2) the rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the unexempted establishments and the Scheme framed thereunder;

3) in the matter of advances, the Scheme of the exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

4) any amendment to the said Scheme which is more beneficial to the employees than the existing rules of the establishment shall be made applicable to them automatically. No amendment of the rules of the provident fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view;

5) all employees (as defined in section 2(f) of the said Act) who would have been eligible to become members of the Provident Fund had the establishment not been granted exemption under this Notification shall be enrolled as members;

6) where an employee who is already a member of the Employees' Provident Fund (Statutory) or a provident fund of any other exempted establishment is employed in this establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the provident fund account of such employee with his previous employer transferred and credited to his account;

7) the employer shall establish a Board of Trustees for the management of the provident fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Government, as the case may be, from time to time;

8) the provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund Organisation, inter-alia, for proper accounts of the receipts into and payments from the Provident Fund and the balances in their custody;

9) the Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner or an officer authorised by him;

10) the accounts of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer;

11) a copy of the audited annual provident fund accounts together with the audited sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of financial year. For this purpose the financial year of the provident fund shall be from the 1st of April to the 31st of March;

12) the employer shall transfer to the Board of Trustees the contribution payable to the Provident Fund by himself and the employees, by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay damages to the Board of Trustees for any delay in payment of the contribution in the same manner as an unexempted establishment is liable under similar circumstances;

13) the Board of Trustees shall invest the monies in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Scheduled Bank under the Credit Control of the Reserve Bank of India;

14) failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative;

15) the Board of Trustees shall maintain a script-wise register and ensure timely realisation of interest and redemption proceeds.

16) the Board of Trustees shall maintain detailed account to show the contributions credited, withdrawal and interest in respect of each employee;

17) the Board shall issue an annual statement of account to every employee within six months of the close of financial/accounting year;

18) the Board may instead of the annual statement of accounts issue passbooks to every employee. These pass books shall remain in the custody of the employees and will be brought uptodate by the Board on presentation by the employees;

19) the account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such date as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme;

20) if the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason, then the deficiency shall be made good by the employer;

21) the employer shall also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, mis-appropriation or any other reason;

22) the employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government/Central Provident Fund Commissioner may prescribe from time to time;

23) if the Provident Fund rules of the establishment provide for forfeiture of the employer's contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the said Scheme, the Board of Trustees shall maintain a separate account of the amount so forfeited and may utilise the same for such purposes as may be determined with the prior approval of the Central Provident Fund Commissioner.

24) notwithstanding anything contained in the rules of the Provident Fund of the establishment, if the amount payable to any member upon his ceasing to be an employee of the establishment or transferable on his transfer to any other establishment by way of employer and employees' contribution plus interest thereon taken together with the amount, if any payable under the Gratuity or pension rules be less than the amount that would be payable as employer's and employees' contributions plus interest thereon if he were a member of the Provident Fund under the said Scheme, the employer shall pay the difference to the member as compensation or special contribution;

25) the employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of accounts, submission of returns, transfer of accumulations;

26) the employer shall display on the notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended thereto alongwith a translation of the salient points thereof in the language of the majority of the employees;

27) the Government may lay down any further conditions for continued exemption of the establishment;

28) the employee shall enhance the rate of provident fund contributions appropriately if the rate of provident fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits under the Provident Fund Scheme of the establishment shall not become less favourable than the benefits provided under the said Act.

29) the exemption is liable to be cancelled for violation of any of the above conditions.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 11th September, 1985.

Finance Department
Expenditure, Revenue and Control Branch

Order

No. 3-2-85-Fin (R&C)

In exercise of the powers conferred by sub-section (3) of section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964 (2 of 1964), the Government of Goa, Daman and Diu hereby exempts the feature film "Hum Do Hamare Do" from the liability to entertainment tax in whole throughout the Union Territory of Goa, Daman and Diu for a period of six months with effect from the date of release of the said film in this Union Territory subject to the following conditions, namely:-

- i) the rate of payment for admission shall be reduced to the extent of the Entertainment Tax payable on each admission ticket;
- ii) the licensee of the auditorium where the said film is screened shall maintain separate account regarding the tickets for admission issued and submit them to the Commissioner of Entertainment Tax, Government of Goa, Daman and Diu, Panaji within one month from the date of the last screening of the film at each place;
- iii) this order shall be exhibited in the prominent position at the public entrance to the place of entertainment at the time the public are admitted during the entertainment.

By order and in the name of the Administrator of Goa, Daman and Diu.

K. M. Nambiar, Under Secretary (Finance Exp.)

Panaji, 10th September, 1985.

Law Department
Establishment Branch

Order

No. 1-36-82/LD

In pursuance of the proviso to Sub-rule (1) of Rule 5 of the Central Civil Services (Temporary Service) Rules, 1955, the Administrator of Goa, Daman and Diu hereby terminates forthwith the services of Shri Gopal Anant Porob Mahambrey from the Grade II post of the Goa, Daman and Diu Civil Services (Judicial Branch) (Civil Judge Junior Division) and directs that he shall be entitled to claim a sum equivalent to the amount of his pay plus allowances for the period of notice at the same rates at which he was drawing them immediately before the termination of his service.

By order and in the name of the Administrator of Goa, Daman & Diu.

M. Reghuchander, Law Secretary.

Panaji, 12th September, 1985.

Notification

No. 3-4-85/LD

In exercise of the powers conferred by section 3 of the Goa, Daman and Diu Administrative Tribunal Act, 1965 (6 of 1965) read with rule 2 of the Goa, Daman and Diu Administrative Tribunal Rules, 1966, the Lieutenant Governor of Goa, Daman and Diu is hereby pleased to appoint Shri M. Raghuchander, Law Secretary, Government of Goa, Daman and Diu as Member of the Administrative Tribunal, Goa,

Daman and Diu with effect from 8-8-1985 vice Shri U. D. Sharma, Law Secretary, who has since been repatriated to Ministry of Law and Justice, Department of Justice, Government of India, New Delhi.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

G. G. Kambli, Under Secretary (Law).

Panaji, 4th September, 1985.

**Notifications by the High Court of Judicature,
Appellate Side, Bombay**

No. A.3902(i)(G)/85

The Honourables, the Chief Justice and Judges, grant Shri S. S. Kamat, Civil Judge, Junior Division and Judicial Magistrate, First Class, Diu, provisionally extension of commuted leave for 91 days from 13 July, 1985 to 11 October, 1985 with permission to suffix holidays on 12 and 13 October, 1985, thereto, in continuation of earned leave granted to him by the District and Sessions Judge, Panaji (Goa), under Order No. DSC/JO/L/159/85/2444, dated 25 July, 1985.

High Court, Appellate Side,

(*R. G. Sindhakar*).

Bombay, 7 September, 1985.

Registrar.

No. A. 3945(G)/83

In exercise of the powers conferred by section 13 of the Code of Criminal Procedure, 1973, the Honourables, the Chief Justice and Judges, hereby appoint the following persons to be Special Judicial Magistrates, within and for the local area mentioned against each of their names, for a period of one year with effect from 1 August, 1985.

The Honourables, the Chief Justice and Judges further confer on these persons, the powers of Judicial Magistrates of the Second Class, to deal with traffic offences punishable under the Motor Vehicles Act, 1939 and the Rules made thereunder.

Panaji District

1. Shri Rodolfo Soares, Mamlatdar, Pernem — Pernem Taluka.
2. Shri K. S. Pooniah, Joint Mamlatdar, Pernem — Pernem Taluka.
3. Shri K. A. Satardekar, Mamlatdar, Satari — Satari Taluka.
4. Shri S. P. Camotim, Mamlatdar, Bicholim — Bicholim Taluka.
5. Shri D. C. N. Dessai, Joint Mamlatdar, Bicholim — Bicholim Taluka.
6. Shri P. Barreto, Mamlatdar, Mapusa (Bardez) — Bardez Taluka.
7. Shri H. Almeida, Joint Mamlatdar, Mapusa (Bardez) — Bardez Taluka.
8. Kum. Juliet Morais, Joint Mamlatdar, Mapusa (Bardez) — Bardez Taluka.

Margao District

9. Shri J. J. Barreto, Mamlatdar, Margao (Salcete) — Salcete Taluka.
10. Shri V. C. Dessai, Joint Mamlatdar, Margao (Salcete) — Salcete Taluka.
11. Shri S. D. Prabhu, Joint Mamlatdar, Vasco da Gama, (Marmagao) — Marmagao Taluka.
12. R. J. Kamat, Mamlatdar, Sanguem — Sanguem Taluka.

R. G. Sindhakar, Registrar.

Panaji, 16th September, 1985.